

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 71	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA69D-13-Q-0168	
6. SOLICITATION ISSUE DATE 05/09/2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME KURT KRAMER		b. TELEPHONE NO. (No Collect Calls) 224-610-3248		8. OFFER DUE DATE/LOCAL TIME 5/30/13 3:00pm	
9. ISSUED BY Great Lakes Acquisition Center (GLAC) Department of Veterans Affairs 115 S 84th Street, Suite 101  Milwaukee WI 53214-1476				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621910 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$14 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO CAPT James A. Lovell Federal Health Care Center (FHCC) 3001 N. Green Bay Road  North Chicago IL 60064-3048			
16. ADMINISTERED BY Department of Veterans Affairs GLAC-North Chicago IL (069D) VA Medical Center  North Chicago IL 60064				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971  Austin TX 78714-9971				19. TELEPHONE NO. DUNS: DUNS+4:			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA PO# to be listed here on Award Document.			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ashley Johnson Contracting Officer				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: \_\_\_\_\_ (Contractor's Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (City-State-Zip)  
 \_\_\_\_\_ (Point of Contact/Title)

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

GSA CONTRACT # \_\_\_\_\_

DUNS NUMBER NO. \_\_\_\_\_

FEDERAL TAX ID # \_\_\_\_\_

PAST PERFORMANCE

CONTACT \_\_\_\_\_ (If same as above, n/a)

b. GOVERNMENT: Kurt Kramer, Contract Specialist under the authority of  
 Ashley Johnson, Contracting Officer  
 Department of Veterans Affairs  
 Great Lakes Acquisition Center  
 224-610-3248, [Kurt.Kramer@va.gov](mailto:Kurt.Kramer@va.gov)  
 3001 N. Green Bay Rd.  
 Bldg.1, Rm. 326  
 North Chicago, IL 60064-3048

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-33, Payment by Electronic Funds Transfer -  
 Central Contractor Registration

3. INVOICES: Invoices shall be submitted monthly, upon completion of services as described in the Performance work statement.

- a) GOVERNMENT INVOICE ADDRESSES: All invoices from the contractor shall be mailed to the following address in accordance with 6.0 Invoice Procedures within Performance work statement (see below):

Department of Veterans Affairs  
Financial Services Center  
PO BOX 149971  
AUSTIN, TX. 78714-9975

- **PLEASE SEE ATTACHED PERFORMANCE WORK STATEMENT; 6.0 INVOICING PROCEDURES SECTION FOR ADDITIONAL GUIDANCE ON INVOICE PROCEDURES.**

1. Questions and inquiries may be directed towards:

**Vendor inquires: Toll Free Number 1-877-353-9791**

**Fax: 512-460-5540**

E-mail Address: [www.fsc.va.gov/fsc/vendors.htm](http://www.fsc.va.gov/fsc/vendors.htm)

**OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, PARAGRAPH b, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.**

## **B.2 GENERAL INSTRUCTION – Also included in 52.212-1; Instruction to Offerors**

**ELIGIBILITY:** This is an 100% Small Business Set-Aside solicitation limited to responsible parties with the ability to meet the ambulance response times as listed in the performance work statement and minimum requirements. Contractors must have both a valid and current System for Award Management (SAM) and ORCA registration to be considered for award.

In response to this Request for Quote, the quote shall include the following:

**REQUIRED DOCUMENTATION:** Contractor shall email/fax their quote to contract specialist **Kurt Kramer** with a cover letter addressed to the contract specialist and including the contractor's name, contact information, and title "Quote for VA69D-13-Q-0168".

1. Solicitation document with:
  - a. Contractor shall fill in the SF 1449 blocks 17a, 30a, 30b, and 30c.
  - b. Contractor shall fill in Pg. 2, 1(a).
  - c. Contractor shall fill in all unit and total costs under the SUPPLIES OR SERVICES PRICES/COSTS or submit separately the spreadsheet with line items costs filled in.
2. Insurance, certifications, and documentation in accordance with the requirements within the performance work statement.
3. Quote documentation in accordance with 52.212-2; Evaluation – Commercial Items

A signed, dated and scanned 1449 must be included along with all other information requested herein by the due date and time. Offers may also be submitted through the regular mail and must be received by the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

**Contract Specialist:** Kurt Kramer  
 W. 224-610-3248  
 F. 224-610-3269  
[Kurt.Kramer@va.gov](mailto:Kurt.Kramer@va.gov)

**Quotes are due no later than xxx at x:xx PM**

### B.3 SPECIAL NOTES AND CONTRACT REQUIREMENTS

**QUESTIONS:** ALL QUESTIONS MUST BE SUBMITTED IN WRITING. In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any questions must be submitted in written form via e-mail to [Kurt.Kramer@va.gov](mailto:Kurt.Kramer@va.gov) and shall be received no later than 4 workdays before offerors' Due Date. All responses to questions, which may affect offers, will be incorporated into a written amendment to the solicitation and released via the Federal Business Opportunities system website ([www.fedbizopps.gov](http://www.fedbizopps.gov)) and are the responsibility of the offeror to obtain and return with offer.

**TERM OF CONTRACT:** The government anticipates awarding a single Indefinite Delivery Indefinite Quantity Contract for a period of twelve (12) months. Contractor shall contact the contract specialist at least 30 days prior to the end of the contract for instruction on closeout procedures. Please see 52.217; Option to Extend the Term of the Contract for additional details.

Anticipated Contract Durations are as follows:

Base Period	July 1, 2013 – June 30, 2013
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**NOTE:** *If the Quote due date is extended for any reason, then the performance start date (and end date) for the Base Period will be adjusted accordingly upon contract award. If the contract falls on a leap year, subtract one day from subsequent years.*

**TYPE OF SOLICITATION:** This Request for Quote (RFQ) solicitation is issued under the authority of FAR Part 12 Acquisition of Commercial Items in conjunction with the policies and procedures listed in FAR Part 13; Simplified Acquisition Procedures and FAR Part 16.5 Indefinite-Delivery Contracts. The procedures in Part 12 and Part 13 allow the Government to procure services and supplies resembling those in the commercial marketplace and by using simplified procedures.

See FAR 52.212-2 Evaluation – Commercial Items, for a description of the factors for which all quotes will be evaluated and the basis of award. Prospective contractors must furnish the information listed within their quotations to ensure they receive full consideration.

**TYPE OF CONTRACT:** The Government contemplates award of a single Indefinite Delivery Indefinite Quantity type contract with fixed priced line items resulting from this solicitation. The contractor shall propose a fixed amount for each line item of emergency response as described in the performance work statement. Line Items shall be fixed for the period of the contract. Upon receiving a task order confirmation from a warranted contracting officer, the contractor may perform service. The quantities shall be verified by the designated Contracting Officer Representative (COR) and/or certifying official prior to processing invoices. The selected contractor will be given a onetime guaranteed minimum order for service of \$50,000.00. The contract shall not exceed the contract maximum of \$499,000.00. Work will be authorized via task orders. This contract is subject to availability of VA funds.

**CONTRACT ADMINISTRATION:** The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity, or quality of performance of this contract. In the event the Contractor acts on any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

Contract Specialist: Kurt Kramer 224-610-3248 [Kurt.Kramer@va.gov](mailto:Kurt.Kramer@va.gov)  
Contracting Officer: Ashley Johnson

**TASK ORDER ADMINISTRATION:** Task orders shall be issued via written correspondence, including email, by a warranted US Department of Veteran Affairs Network Contracting Office 12 Contracting Officer or designated Contract Specialist. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer, or designated Contract Specialist, on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity, or quality of performance of this contract. In the event the Contractor acts on any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

**DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE (COR):** The COR's name and contact information will be listed here on the award document. The VA representative(s) of the Contracting Officer will be designated to represent the Contracting Officer in furnishing technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. A COR delegation letter will be presented at time of award segregating and explaining the both the authority and duties of the COR and Contracting Officer.

### **SECURITY REQUIREMENTS:**

\*\*The following sections are both included and labeled according to the VA Handbook 6500.6 and the facility Information and Privacy Security Officers. Only certain sections are determined necessary for inclusion.

## 1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

## 2. PRIVACY TRAINING for FHCC CONTRACTORS

Due to the increased emphasis on privacy and information security, the following special contract requirements are established and hereby made part of the contract entered into with the Department of Veterans Affairs for the CAPT James A Lovell Federal Health Care Center.

- a. Privacy Training: Contractor and their sub-contractors assigned work under the task order are required to receive annual training on patient privacy as established by HIPAA statutes. Training must meet VA, DOD and the Department of Health and Human Services Standards for Privacy of Individually-identifiable health information. Contractor shall provide documented proof to the FHCC upon request that all employees assigned work within the FHCC patient environment and/or having access to Protected Health Information have received annual training. Information on fulfilling the training requirement as stated in this paragraph can be found at <https://www.tms.va.gov/plateau/user/SelfRegistrationUserSelection.do>. Privacy training is available at this site if the contractor has not previously completed approved HIPAA/Privacy training within the past year.

Contractor shall provide documented proof of training completion to the assigned COR/COTR prior to beginning contract performance for all contractor employees servicing a FHCC contract.

## 3. FHCC SENSITIVE INFORMATION & DATA SECURITY REQUIREMENTS

Paper, plastic or other similar based media containing FHCC sensitive data that is not sent to the FHCC will be properly disposed of by the contractor by methods such as shredders with no larger than 1/8 inch width cuts and then cross cut. This media will be destroyed such that information may not be retrieved. Media with small print, such as microfilm will be completely destroyed such as to render the information unrecoverable.

The contractor will take due diligence to make sure that FHCC sensitive information and data that is viewed, faxed or similarly transmitted, or discussed verbally is protected from unapproved disclosure.

FHCC sensitive information and data may not be transmitted across the Internet unencrypted (including email and instant messaging) and must be protected by Network and/or FHCC approved encryption process (Example: PKI - Public Key Infrastructure).

VA sensitive information may not reside on non-VA systems or devices unless specifically designated and approved as appropriate for the terms of the contract. All systems that store or process VA data will be protected with VA approved encryption (typically FIPS 140-2 compliant).

Any security violations or suspected violations shall be immediately reported to the VA Contracting Officer and the FHCC Information Security Department.



## 6. LIQUIDATED DAMAGES FOR DATA BREACH

Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to the FHCC for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

The contractor/subcontractor shall provide notice to the FHCC of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, the FHCC must secure from a non-Department entity or the FHCC Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of FHCC control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the FHCC liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **7. CONFIDENTIALITY OF PATIENT RECORDS - FHCC**

The Contractor is a FHCC contractor and will assist in the provision of health care to patients seeking such care from or through FHCC. As such, the Contractor is considered as being part of the Department health care activity. Contractor is considered to be a FHCC contractor for purposes of the Privacy Act, Title 5 U.S.C. 552a. Further, for the purpose of FHCC records access and patient confidentiality, Contractor is considered to be a FHCC contractor for the following provisions: Title 38 U.S.C. 5701, 5705, and 7362. Therefore, Contractor may have access, as would other appropriate components of the FHCC, to patient medical records including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. However, like other components of the Department, and notwithstanding any other provisions of the sharing agreement, the Contractor is restricted from making disclosures of FHCC records, or information contained in such records, to which it may have access, except to the extent that explicit disclosure authority from FHCC has been received. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records of the FHCC.

The records referred to above shall be and remain the property of the FHCC and shall not be removed or transferred from the FHCC except in accordance with U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38

U.S.C. 7332 (Confidentiality of certain medical records) and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to FHCC 's records, at FHCC's place of business on request during normal business hours, to inspect and review and make copies of such records.

## 9. HIPAA COMPLIANCE

Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA) and Department of Defense (DOD). In accordance with HIPAA, the Contractor may be required to enter into a Business Associate Agreement (BAA) with FHCC.

Physical Therapist services qualify as a medical service for treatment – therefore, no BAA is required.

## 10. FHCC INFORMATION CUSTODIAL LANGUAGE

Information made available to the contractor or subcontractor by FHCC for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the FHCC. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

FHCC information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure FHCC requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that FHCC's information is returned to the FHCC or destroyed in accordance with FHCC's sanitization requirements. FHCC reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with FHCC directive requirements.

Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from the FHCC, or gathered/created by the contractor in the course of performing this contract without prior written approval by the FHCC. Any data destruction done on behalf of the FHCC by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the FHCC Contracting Officer within 30 days of termination of the contract.

The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of FHCC information only in compliance with the terms of the contract and applicable Federal and FHCC information confidentiality and security laws, regulations and policies. If Federal or FHCC information confidentiality and security laws, regulations and policies become applicable to the FHCC information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after

execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

The contractor/subcontractor shall not make copies of FHCC information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

If the FHCC determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for the FHCC to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

## **11. FHCC CONTRACTOR PERSONNEL SECURITY REQUIREMENTS [Update with correct level of background investigation.]**

Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.

All contractor employees who require access to the Department of Veterans Affairs' OR Department of Defense computer systems at FHCC or have access to FHCC sensitive information shall be the subject of a background investigation. The FHCC obtains the Background Investigation through the Electronic Questionnaires for Investigations Process (e-QIP). Upon receiving a request for the investigation from the Contracting Officer, the contractor's employee will be initiated into e-QIP for the Background Investigation followed by an e-mail with instructions to log into e-QIP. A contractor's employee shall not commence working at the FHCC under contract until the Contracting Officer receives notification from the FHCC Office of Security and Law Enforcement that the contract employee's application was received complete. A favorable adjudication from the FHCC Office of Security and Law Enforcement must be received in order for a contractor employee to continue contract performance. This requirement is applicable to all subcontractor personnel.

1. Position Sensitivity - The position sensitivity has been designated as Low Risk. The positions under this contract are designated as Non-Critical Sensitive (NCS).
2. Background Investigation - The level of background investigation commensurate with the required level of access at FHCC is Access National Agency Check with Written Inquiries (ANACI).
3. Contractor Responsibilities
  - a. The contractor shall bear the expense of obtaining background investigations. If the Office of Personnel Management (OPM) conducts the investigation, the contractor shall reimburse the FHCC within 30 days. If timely payment is not made within 30 days from date of bill for collection, then the FHCC shall deduct the cost incurred from the contractors 1st month's invoice(s) for services rendered.

b. It is imperative for the contractor to provide, at the request of the FHCC, a listing of contractor personnel performing services under the contract in order for the background investigation process to commence. This list will include name (first, middle, last) social security number; date of birth; city, state, and country of birth.

c. The contractor or their employees shall submit a complete background investigation packet through the Electronic Questionnaires for Investigations Process (e-QIP). Additional guidance and information will be provided through e-mail from the FHCC Office of Security and Law Enforcement.

The following required forms must be submitted through the e-QIP system to the FHCC Office of Security and Law Enforcement before contract performance begins:

- (i) e-QIP Signature Pages (two) (print, sign and submit)
- (ii) Optional Form 306, Declaration for Federal Employment
- (iii) Electronic Fingerprint Form (FD 258) or electronic fingerprints

Fingerprinting is required with the background investigation. Fingerprinting can be done at the local FHCC Facility. The Electronic Fingerprint Verification Form must be submitted with the above required forms.

d. The Contractor shall inform the contract employee that when filling out the application, that there should be no gaps in employment history. Any gaps in employment history may result in OPM rejecting the documentation for investigation and delay contract performance.

e. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the FHCC, submit another employee for consideration.

f. The contractor may utilize a private investigating agency if such agency possesses an OPM and Defense Security Service certification. A Cage Code number must be provided to the FHCC Office of Security and Law Enforcement. VA Office of Security and Law Enforcement will verify the information and advise the contracting officer whether contractor's access to the computer systems can be authorized.

g. All contractor employees and subcontractors are required to complete VA's Privacy training annually. All Contractor employees and subcontractors requiring access to VA computer network are required to complete Cyber Security training courses annually either on-line or hard copy. Documented proof must be provided to the Contracting Officer.

h. The contractor will notify the COTR immediately when their employee(s) no longer require access to FHCC computer systems.

#### 4. Government Responsibilities

- a. The contracting officer will request the contractor employee's background investigation by the Office of Security and Law Enforcement.
  - b. The Office of Security and Law Enforcement will notify the contractor with instructions for the contractor's employees, coordinate the background investigations, and notify the contracting officer and contractor of the results of the investigations.
  - c. The FHCC will pay for requested investigations in advance. A bill for collection will be sent to the contractor to reimburse the FHCC. The contractor will reimburse the FHCC within 30 days. If timely payment is not made within 30 days from date of bill for collection, then the FHCC shall deduct the cost incurred from the contractors 1st month's invoice(s) for services rendered.
5. The current fees associated with background investigations are \$230.00 each for low level investigation, \$825.00 each for medium level investigation, and \$3,015.00 each for high level investigation.

## 12. SECURITY INCIDENT INVESTIGATION INVOLVING FHCC

- A. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA and/or DOD assets (herein referred to as FHCC), or sensitive information, or an action that breaches FHCC security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the FHCC Information Security & Assurance Department (ISD) and designated Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- B. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA and FHCC shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the FHCC information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- C. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- D. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement and FHCC Protective Services Department. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA, FHCC and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA and FHCC in any civil litigation to recover FHCC information, obtain monetary or

other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

#### B.4 SCHEDULE OF SERVICES PRICES/COSTS

The line items below represent individually priced trips based on the requirements within the performance work statement. Although the quantities are estimated, the per cost trip is firm fixed price and shall not be adjusted post contract award. Please incorporate the costs for all labor, equipment, management, training, and material into the proposed costs for each line item.

**WAGE DETERMINATION:** The Service Contract Act and Wage Determination WD 05-2167 (Rev.-12) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/19/2012, is attached and applicable to this procurement.

**Base Year: July1, 2013 through June 30, 2014**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<b><u>BLS AMBULANCE</u></b>					
<b><u>DAY RATE:</u></b>					
1.	BLS trips within a radius of fifteen (15) miles of the FHCC Medical Center.	350	Trips	\$_____	\$_____
2.	Loaded mileage beyond the fifteen-mile radius of the FHCC Medical Center.	9500	Mile	\$_____	\$_____
<b><u>NIGHT RATE:</u></b>					
3.	Trips within a radius of fifteen (15) miles of the FHCC Medical Center.	75	Trips	\$_____	\$_____
4.	Loaded mileage beyond the fifteen (15) mile radius of the FHCC Medical Center.	2000	Mile	\$_____	\$_____
<b><u>OTHER REQUIREMENTS IN</u></b>					
<b><u>ADDITION TO TRIP/DISTANCE</u></b>					
<b><u>RATES:</u></b>					
<b><u>BLS AMBULANCE</u></b>					
5.	Furnish oxygen, as required and ordered.	50	Each	\$_____	\$_____
6.	Furnish monitoring equipment as required and ordered.	50	Each	\$_____	\$_____
7.	Furnish suctioning of a patient as required and ordered.	10	Each	\$_____	\$_____
8.	Furnish restraint of the patient as required and ordered.	5	Each	\$_____	\$_____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<b><u>DAY RATE:</u></b>					
9.	ALS trips within a radius of fifteen (15) miles of the FHCC Medical Center.	100	Trips	\$_____	\$_____
10.	Mileage beyond the fifteen-mile radius of the FHCC Medical Center.	60	Mile	\$_____	\$_____
<b><u>NIGHT RATE:</u></b>					
11.	Trips within a radius of fifteen (15) miles of the FHCC Medical Center.	100	Trips	\$_____	\$_____
12.	Mileage beyond the fifteen (15) mile radius of the FHCC Medical Center.	60	Mile	\$_____	\$_____
13.	General Disposables:				
	IV Sets, IV fluids which equates to ALS runs	50	Each	\$_____	\$_____
	IV drips	20	Each	\$_____	\$_____
	Ventilators	12	Each	\$_____	\$_____
<b><u>OTHER REQUIREMENTS IN ADDITION TO TRIP/DISTANCE</u></b>					
<b><u>RATES:</u></b>					
<b><u>ALS AMBULANCE</u></b>					
14.	Furnish all BLS ambulance items with the additional requirements:	50	Each	\$_____	\$_____
	Intubation skills				
	Cardiac monitoring plus 12 lead EKG skills				
	Transcutaneous pacing				
	Cardioversion/Defibrillation				
	Monitoring of intravenous fluids: Normal saline, D5 and Lactated Ringers.	50	Each	\$_____	\$_____
<b><u>CRITICAL CARE TRANSPORT AMBULANCE</u></b>					
<b><u>DAY RATE:</u></b>					
15.	Critical Care Transport trips within a radius of fifteen (15) miles of the FHCC Medical Center.	25	Trips	\$_____	\$_____
16.	Loaded mileage beyond the fifteen-mile radius of the FHCC Medical Center.	60	Mile	\$_____	\$_____
<b><u>NIGHT RATE:</u></b>					
17.	Trips within a radius of fifteen (15) miles of the FHCC Medical Center.	25	Trips	\$_____	\$_____



<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
18.	Loaded mileage beyond the fifteen (15) mile radius of the FHCC Medical Center.	60	Mile	\$_____	\$_____
<p style="text-align: center;"><b><u>OTHER REQUIREMENTS IN ADDITION TO TRIP/DISTANCE</u></b>  <b><u>RATES:</u></b>  <b><u>CRITICAL CARE TRANSPORT</u></b>  <b><u>AMBULANCE</u></b></p>					
19.	Furnish all ALS ambulance items/skills with the additional requirements: Chest tube Ventilator Isolette Central Lines; PICC Lines D10/TPN/Lipids Intra Aortic Balloon Pump Arterial Lines Swanz-Ganz Lines Intracranial Pressure Monitoring CVP Pressure Lines Any IV Medications as ordered and provided by the sending MD	50	Each	\$_____	\$_____
20.	Furnish verified waiting time as required and ordered.	100	Hours	\$_____	\$_____

**AGGREGATE TOTAL FOR BASE YEAR:\$\_\_\_\_\_**

## B.5 PERFORMANCE WORK STATEMENT (PWS)

**SUMMARY:** The VA's Network Contracting Office 12, Great Lakes Acquisition Center is soliciting quotes from contractors currently providing Advanced Life Support (ALS), Basic Life Support (BLS), and Critical Care (CC) related Ambulance Services to provide said services to the CAPT James A. Lovell, Federal Health Care Center (FHCC) in North Chicago, IL.

### POINTS OF CONTACT

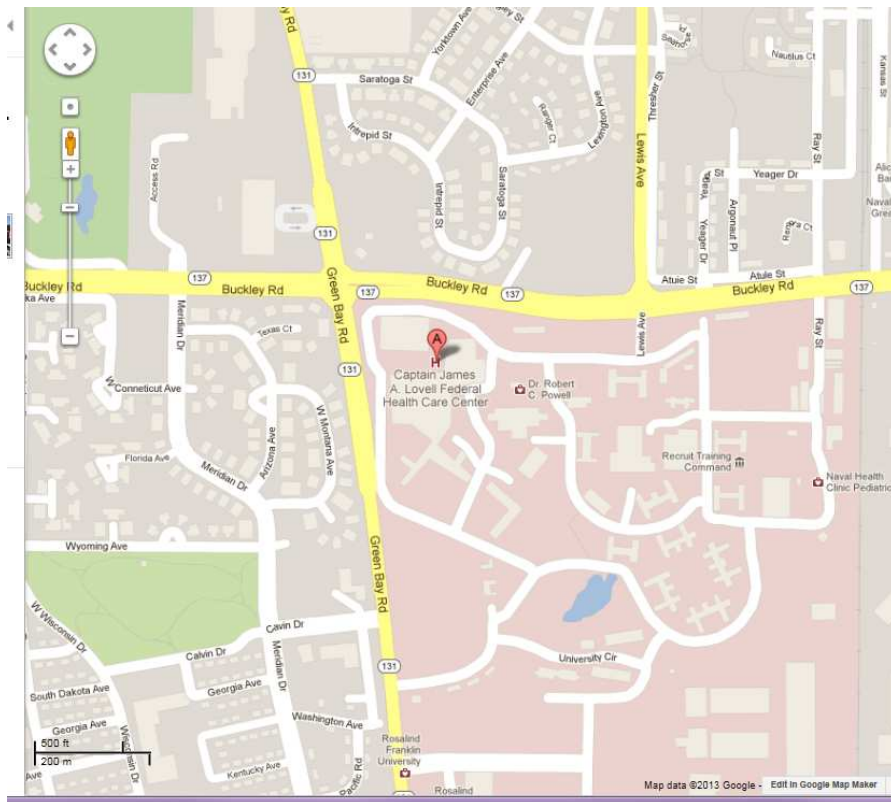
- Contract Specialist Kurt Kramer 224-610-3248 [Kurt.Kramer@va.gov](mailto:Kurt.Kramer@va.gov)
- Contracting Officer Ashley Johnson
- COR To be included at award

### LOCATION:

CAPT James A. Lovell, FHCC  
3001 N. Green Bay Road  
North Chicago, IL 60064

Directions:

[FHCC Map](#)



**PERIOD OF PERFORMANCE:** Base Period Completion Date: 1 Year from Award Date (Anticipated July 01, 2013)

**APPLICABLE REGULATIONS:** The requirements for each level of service (ALS, BLS, and Critical Care) are within the performance work statement. Additional information can be found at [ILGA.GOV](http://ILGA.GOV) per the (210 ILCS 50/) Emergency Medical Services (EMS) Systems Act.

**SCOPE:** The Contractor shall provide all vehicles, personnel, management, supplies, equipment and reports necessary to provide patient transportation services within a 30-Minute Response Time for Advanced Life Support, Basic Life Support, or 90-Minute Response Time for Critical Care Ambulance Services to and from the CAPT James A. Lovell, Federal Health Care Center (FHCC), 24 hours a day, seven days a week (24/7), including weekends and holidays.

This contract is a non-personal Health Care Services contract under which the Contractor is an independent contractor. “*Non-personal Services Contract*” means a contract under which the personnel rendering the services are not subject, either by the contract’s terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment).

**1.0 GENERAL REQUIREMENTS:** For an inter-hospital emergency or non-emergency medical transport, in which the physician from the sending hospital provides the EMS personnel with written medical orders, such written medical orders cannot exceed the scope of care which the EMS personnel are authorized. For an inter-hospital emergency or non-emergency medical transport of a patient who requires medical care beyond the scope of care which the EMS personnel are authorized to render per the requirements set forth below, a qualified physician, nurse, perfusionist, or respiratory therapist familiar with the scope of care needed must accompany the patient and the transferring hospital and physician shall assume medical responsibility for that portion of the medical care.

For the sake of this contract, services are split into three levels of service with time response requirements. The response times represent minimally acceptable response time standards. The contractor is expected to exceed the minimum. Any trips pre-scheduled in excess of 30 minutes prior to the pickup time shall be billed at the 30 minute rate. Contractor shall arrive no later than the pre-scheduled time.

		Response Options
Service Level	ALS	30 Minute
	BLS	30 Minute
	Critical Care	90 Minute

Task Orders will be issued by a Warranted Contracting Officer authorizing the contractor to perform service. The VA representative authorized to schedule services shall specify the level of service, required response time, and origin/destination locations. Should the contractor feel that the scheduled delivery does not accurately match the minimum service needed, they should contact the authorized VA representative and request permission to change the service level scheduled. If the VA representative agrees and the contractor must make a second trip, the contractor is entitled to charge the Government the cost of both trips/services. No additional cost will be paid unless specifically authorized prior to second trip.

**1.1 BASIC LIFE SUPPORT (BLS)/(ILS) – “Basic Life Support (BLS) Services”** means a basic level of pre-hospital and inter-hospital emergency care and non-emergency medical services that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting

of fractures, as outlined in the Basic Life Support national curriculum of the United States Dept. of Transportation and any modifications to that curriculum specified in rules adopted by the Department.

Staffing: For BLS service, each ambulance shall be staffed by a minimum of (2) personnel with a current Illinois Emergency Medical Technician-Basic (EMT-B) license. Personnel shall be able to demonstrate sufficient knowledge of the U.S. Department of Transportation National Standard Curriculum for EMT-B as adapted and approved by Illinois Department of Public Health (IDPH).

Equipment: The contractor shall have the capabilities to sufficiently handle numerous simultaneous calls and meet or exceed the minimum time requirements. The amount and type of equipment proposed will be evaluated as part of the technical capabilities necessary to perform the services as called out within the solicitation.

**1.2 ADVANCED LIFE SUPPORT (ALS)** – "Advanced Life Support (ALS) Services" means an advanced level of pre-hospital and inter-hospital emergency care and non-emergency medical services that includes basic life support care, cardiac monitoring, cardiac defibrillation, electrocardiography, intravenous therapy, administration of medications, drugs and solutions, use of adjunctive medical devices, trauma care, and other authorized techniques and procedures, as outlined in the Advanced Life Support national curriculum of the United States Department of Transportation and any modifications to that curriculum specified in rules adopted by the Illinois Department of Public Health. ALS services also include intermediate life support (ILS) services as outlined in the Illinois Department of Public Health guidelines.

Staffing: For ALS service, each ambulance shall be staffed by a minimum of (2) personnel with a current Illinois Emergency Medical Technician-Paramedic (EMT-P) license. Personnel shall be able to demonstrate sufficient knowledge of the U.S. Department of Transportation National Standard Curriculum for EMT-P as adapted and approved by IDPH.

Equipment: The contractor shall have the capabilities to sufficiently handle numerous simultaneous calls and meet or exceed the minimum time requirements. The amount and type of equipment proposed will be evaluated as part of the technical capabilities necessary to perform the services as called out within the solicitation.

Example/typical situations when the VA would request ALS services:

- Patients with chest pain
- Respiratory problems
- Diabetic emergencies
- Require cardiac monitoring

**1.3 CRITICAL CARE (CC)** – "Critical care transport" means the pre-hospital or inter-hospital transportation of a critically injured or ill patient by a vehicle service provider, including the provision of medically necessary supplies and services, at a level of service beyond the scope of ALS Services. A critical care level of service would include the use of the following equipment or involves the

- **Equipment**
  - Balloon Pump (with RN only)
  - Chest tubes
  - IV Pumps
  - Portable Mechanical Vents for CPAP
  - 12 lead EKG monitoring
  - LVAD's
- **Monitor the following IV infusions:**
  - Amiodarone
  - Dobutamine
  - Dopamine
  - Heparin
  - Insulin
  - Levophed
  - Lidocaine
  - Nitroglycerine
  - Potassium Chloride
  - TPN and Lipids

**Staffing:** For Critical Care service, each ambulance shall be staffed by a minimum of (2) personnel with a current Illinois Emergency Medical Technician-Paramedic (EMT-P) license, one of which has the necessary specialized training to administer the aforementioned services or operate the equipment. Personnel shall be able to demonstrate sufficient knowledge of the U.S. Department of Transportation National Standard Curriculum for EMT-P as adapted and approved by IDPH.

**Equipment:** The contractor shall have the capabilities to sufficiently handle numerous simultaneous calls and meet or exceed the minimum time requirements. The amount and type of equipment proposed will be evaluated as part of the technical capabilities necessary to perform the services as called out within the solicitation.

**\*\*Should the hospital wish to send a nurse or specialized personnel with the ambulance AND the equipment required from the contractor does not exceed the scope of ALS level of service AND the Government schedules an ALS level of service, the Government shall be charged for an ALS level of service. If the Government specifies Critical Care level when scheduling the transport, the Contractor shall be paid the Critical Care rate whether or not the Lovell, FHCC provides the personnel and equipment when they arrive.**

Contractor may be required to transport patient luggage, medical records, medication, and comfort items from pickup points to destination at no additional cost to the Government. Luggage to be transported will be restricted to suitcase and valise types when patients are transported to the Lovell, Federal Health Care Center (FHCC), destination is deemed to be the ER, Admissions, the clinic or service within the hospital, or directly to the ward as instructed by FHCC Urgent Care Staff.

**2.0 REQUIRED DOCUMENTATION:** Contractor is responsible for delivering the following reports. The documentation listed below, as well as the response times, are considered requirements of the contract. Failure to provide the documentation may result in unfavorable quote evaluations, performance evaluations, and grounds for termination.

2.1 TRAINING AND CERTIFICATION. Within seven (7) days after receipt of award notification, the contractor shall provide evidence of required training, certifications, licensing and any other qualifications of any personnel performing services under this contract. The initial documentation shall be provided to the Contracting Officer.

2.2 QUALITY CONTROL PLAN. Submit with initial quote as outlined under QCP section.

2.3 SERVICE LOG SHEET. (example attached) Submit with quote - you may propose your own.

2.4 SAFETY AND HEALTH PLAN. The Contractor shall submit a Safety and Health Plan and corresponding site safety checklist to the Contracting Officer ten (10) days after contract award. The Contractor's plan shall include appropriate measures to ensure the Contractor reacts promptly to investigate, correct and track alleged safety and health violations and/or uncontrolled hazards in Contractor work areas

2.5 ACCIDENT/INCIDENT REPORTING. The Contractor shall record and report all available facts relating to each instance of accidental Government property damage or personnel injury or Contractor personnel injury to the Contracting Officers Representative (COR) within one hour of the incident. The Contractor is required to notify the COR of any accidents, and/or safety problems that occur that involve the VAMC patient being transported under this contract. This notification will be made within one (1) hour by telephone and if requested by the Lovell, FHCC, a written report of the event will be delivered to the COR by the close of business the next working day.

2.6 COMPLAINTS. The contractor shall record and report all available facts relating to each instance of patient complaint. Contractor shall submit documentation (email is acceptable) to the COR within a maximum of 48 hours of incident. Complaints involving incidents with greater severity shall be reported earlier or immediately. Contractor shall maintain less than 10 complaints per 100 trips.

**3.0 CONTRACTOR PERSONNEL QUALIFICATIONS.** Contractor employees shall conduct themselves in a businesslike manner at all times while on Federal Health Care Center premises. Contractor personnel performing contract services shall continuously meet the qualifications specified in this contract, as well as any qualifications required by Federal, State, County and local government entities from the place in which they operate.

- a. Within seven (7) days after receipt of award notification, the contractor shall provide evidence of required training, certifications, licensing and any other qualifications of any personnel performing services under this contract. The initial documentation shall be provided to the Contracting Officer.
- b. During the period of performance, if the Contractor proposes to add-on or replace personnel to perform contract services, the Contractor shall submit the required evidence of training, certifications, licensing and any other qualifications to the designated Contracting Officer's Representative (COR). At no time shall the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the personnel qualifications of this contract.
- c. The Contractor is solely responsible for compliance with OSHA standards for the protection of their employees.
- d. Emergency Medical Technician (EMT) and Paramedic Qualifications: EMTs and Paramedics providing services under this contract shall have the following additional qualifications:

1. Have completed training in accordance with the standards published by the Department of Health and Human Services with a minimum curriculum of 150 hours or equivalent including an in-hospital training period. Such training programs must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304 (1974).
  2. Shall submit evidence of equivalent training program successfully completed to the Contracting Officer.
  3. Shall be certified, licensed or otherwise officially recognized by the local, state or regional government or public entity where the emergency ambulance service is operated or by which it is governed.
  4. Shall attend all refresher continuing education, or advance training programs as required by the local or state government entity in which service is rendered. In no instance shall this be less frequent than every two (2) years. Such refresher training shall be equivalent to that developed by the Department of Transportation, National Highway Safety Administration.
- e. Ambulance Driver: Drivers shall have a valid operator's or chauffeur's license in accordance with Federal, State and local government requirements for their place of operation, for the services they perform, be capable of administering oxygen and have successfully completed the Standard and Advanced First Aid Course of the American Red Cross or U.S. Bureaus of Mines or equivalent and be capable of providing necessary medical assistance to the attending medical care specialist.
- f. Ambulance Personnel Act as Attendant to Patient at Destination: Base rate includes number and type of personnel required by the State of Illinois (210 ILCS 50/) Emergency Medical Services (EMS) Systems Act for the operation of BLS ambulances. Ambulance personnel will deliver the patient to the admission point or clinic appointment.

**4.0 CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP).** The Contractor shall establish and maintain a complete QCP to ensure the requirements of this contract are provided as specified. The QCP shall also address processes and procedures to ensure services are performed in accordance with all state and local standards and codes. An original and one (1) copy of this QCP are due with the initial quote. The Contractor's QCP shall include the following at a minimum:

- a. Incorporation of either active or established internal policy or procedures for updating service protocols that may affect performance of contract.
- b. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
- c. On-site records identifying the character (background checks) and certifications of ongoing training of each employee performing services under this contract.
- d. The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios.
- e. A log to account for all requests for service. The log shall indicate the date and time of service call, actual time of pick-up versus the scheduled time, name of patient requiring services, designated pick-up and delivery points, mileage and actual waiting time at pick-up and delivery points if waiting charges are claimed. Contractor shall send log sheet to COR monthly. Please see Attachment A; Ambulance Services Log Sheet for an example.

- f. On-site records of complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract. Contractor shall report any complaints to the COR within 48 hours along with any planned or completed corrective action.

**5.0 CONTRACTOR EQUIPMENT, VEHICLES AND INSPECTION.** The FHCC reserves the right to inspect contractor's equipment and vehicles or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing emergency medical transport vehicles (ambulances). FHCC inspections of contractor equipment will not constitute a warranty that the contractor's vehicles and equipment are properly maintained. The FHCC reserves the right to restrict the Contractor's use of equipment and vehicles, which are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the contractor from performing in accordance with the strict intent and meaning of the contract and without additional cost to the FHCC. The contractor shall have sufficient equipment within inventory to sufficiently respond to any call within the scope of work at all time during performance. The FHCC reserves the right to inspect and verify that the equipment proposed is on hand.

Ambulances shall meet all current applicable Federal, State and local specifications and regulations including, but not limited to, licensing, registration, and safety standards. Appropriate licensing by the State of Illinois is required.

- a. Vehicles shall be clean and maintained in good repair in accordance with manufacturer's instructions and specifications, at all times during the performance of this contract.
- b. The contractor shall not be permitted to borrow medical equipment from the Medical facilities. Contractor shall at no time and under any circumstances exchange supplies, equipment and/or medications with the FHCC. At no time will the Contractor leave vehicles on FHCC premises unless a pick-up or delivery is in process.

**6.0 INVOICING PROCEDURES.** The Contractor shall forward invoices for payment to Financial Service Center (FSC) Austin at the end of each month.

- a. Contractor will submit invoices that include information listed below on a monthly basis. Monthly billings shall be submitted to the VA no later than 10 days past the last day of each month.
- b. The FHCC agrees to reimburse the Contractor on a monthly basis for resources furnished at the price(s) listed in the contract for services rendered and accepted, less any deductions provided in this contract. Amounts due the Contractor will be paid monthly upon receipt of a properly prepared invoice submitted by the Contractor as well as the required documentation. All invoices shall reference the contract number, task order, and current purchase order/obligation number.
- c. Bills rendered by the contractor to the FHCC for services furnished to a VA beneficiary under the terms of this contract shall be in full. The beneficiary, his insurer, nor any other third party shall be billed by the contractor.
- d. Contractor shall submit an invoice that includes the information listed below to the Financial Services Center (address below) for processing on a monthly basis. Patient information SHALL NOT be sent to Austin.

Department of Veterans Affairs



Financial Services Center  
PO BOX 149971  
AUSTIN, TX. 78714-9975

1. To constitute a proper invoice, the invoice for Austin must contain the following information to assist the Government in making timely payments:
  - i. Name of contractor
  - ii. Complete address of where payment is to be sent
  - iii. Contractor's telephone number for billing questions
  - iv. Contract number and appropriate fiscal year purchase order/obligation number
  - v. Date of invoice
  - vi. Total amount billed

## **7.0 ALLOWABLE EXPENSES**

- a. **Toll Charges:** It is agreed and understood that the prices proposed in the schedule do not include any ferry, bridge, tunnel, or road toll charges. Any such legitimate toll charges incurred shall be limited to ONE WAY ONLY and shall be listed separately on contractor's invoices. If contractor's place of business is located beyond the local telephone call zone of the hospital, the contractor agrees to accept telephoned schedule for services on a collect basis.

## **8.0 ORDERS.**

- a. Orders for services will be issued via Task Order by a warranted Contracting Officer.
- b. Scheduled services will be made by FHCC personnel authorized to schedule ambulance service. Contractor shall not exceed the quantities authorized via task orders.
- c. If the contractor fails to furnish ambulance service within the requested time (15min or 45min or no later than the pre-scheduled time) after receiving a request for a scheduled trip, the FHCC reserves the right to obtain the service from another source and the contractor shall not be reimbursed for any work completed on that order. Failure to furnish services in required times will be reflected in contractor's performance evaluations.
- d. Failure to meet the required response times, submit the required documentation per the timeline set forth, and/or include all the required information will, at a minimum, be reflected in the contractor's performance evaluation and could potentially serve as a reason for termination. Performance evaluations will be a key indicator when determining if the Government will exercise options and during evaluation for future source selections.
- e. While possible, it is unlikely that the contractor will be required to furnish more than three (3) ambulances at one time. However, given the nature of the service, the contractor shall have ample equipment to ensure adequate service.
- f. The contractor warrants that subcontracting will not be used in providing contract service.

**ADDITIONAL CHARGES.** There will be no additional charge for time spent at the site (during, or after the normal hours of coverage) awaiting the arrival of additional Full Service Employee (FSE) and/or delivery of parts.

## **9.0 PERFORMANCE STANDARDS REQUIREMENTS SUMMARY MATRIX**

<b>No.</b>	<b>Performance Indicators</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Method of Surveillance</b>	<b>Incentive</b>
1	Timeliness of Service (see paragraph 1.0, 2.0, & 4.0)	Contractor shall meet response times per level of service ordered	95% per quarter	Contractor shall send in log sheet prior to submitting invoice. COR to verify quantities and performance information. COR to document all reports of late pickup.	Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
2	Contractor Personnel Qualifications (see paragraph 2.0 & 3.0)	Contractor shall ensure that COR has all current personnel documentation	95% per quarter	COR to request driver name randomly and compare with records.	Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
3	Vehicles and Equipment (see paragraph 5.0)	Contractor shall ensure that all equipment is kept in accordance with SOW and all applicable regulations.	95% per quarter	COR to perform random visual inspections and request information periodically regarding equipment condition.	Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
4	Insurance (see SOW applicable regulations and VAAR C.13 – 15)	Contractor shall maintain adequate insurance coverage for all required areas and ensure that COR has current copies.	100% (no deviation)	COR to inspect insurance documentation quarterly.	Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.

5	Complaints (see paragraph 4.0)	Contractor has a plan in place for handling complaints and reports all complaints to COR within required times.	90% per quarter	COR to track all complaints received directly and from the Contractor. COR to track date/time of incident versus reception of report.	Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
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- 9.1** The Contractor shall meet or exceed (be less than) the required response times per level of service ordered and as indicated within paragraphs 1.0, 2.0, and 4.0. The contractor shall complete the service within the required response times at least 95% of the time within a quarter year of service. The contractor shall send a log sheet to include all the information listed under 4.0 (e) prior to submitting an invoice. The COR shall examine log sheet and compare with internal records. The COR shall report to the Contracting Officer trips that are not within the required times. Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
- 9.2** The contractor shall ensure that all personnel meet the required qualifications, training, and certification requirements per Federal and State regulations. Contractor shall ensure that the COR is in possession of all updated records at a minimum of 95% of the time. The COR shall randomly request a driver's name and compare with records. Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
- 9.3** The contractor shall ensure that all equipment is maintained in accordance with paragraph 5.0 of Performance work statement at a minimum 95% of quarter. The COR shall perform random visual inspections and periodically request information regarding equipment condition. Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
- 9.4** The contractor shall have adequate insurance in accordance with all Federal and State regulations including VAAR clauses 852.228-71, 852.237-7, and 852.237-70. Contractor shall maintain adequate insurance coverage 100% of the time with no deviations. The COR shall maintain copies of insurance and inspect quarterly. Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.
- 9.5** Contractor shall have a plan in place for handling patient complaints including methods for monitoring, correcting, and reporting. Contractor shall report all complaints and any corrective action taken to COR within 48 hours of incident. COR will track complaints received internally as well as complaints received from contractor. Contractor shall maintain less than 10 complaints per 100 trips of service per quarter. Succeeding or failing to meet the performance standard will be reflected in Contractors Performance Assessment Reporting System (CPARS) rating.

### **END PERFORMANCE WORK STATEMENT**

## SECTION C - CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

### C.2 52.212-2 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012) is incorporated by reference.

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2012

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	MAY 1999
52.237-3	CONTINUITY OF SERVICES	JAN 1991

### C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the beginning of the base period through the end of the base period or last exercised option.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$499,000.00;

(2) Any order for a combination of items in excess of \$499,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the current contract completion date.

(End of Clause)

**C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

**C.7 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

**C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

## **C.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **C.11 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

## **C.12 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (JAN 2008)**

(a) Indemnification. The contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this agreement. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the contractor, and subject to the approval by the contracting officer of the sources, insurance coverage may be employed as guaranty of indemnification.

(b) Insurance. Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and automobile liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per vehicle used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. State-approved sources of insurance coverage ordinarily will be deemed acceptable to

the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

### **C.13 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \* \_\_\_\_\_. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

\* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

\* Amounts from paragraph (a) above:



(End of Clause)

**C.14 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Illinois. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

**C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

[] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[X] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (11) [Reserved]

[] (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

[] (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

[] (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (iv) Alternate III (JUL 2010) of 52.219-9.

[X] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[X] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[] (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).
- ☐ (24) 52.219--29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219--30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☒ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☒ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAR 2012) of 52.225-3.

[] (iii) Alternate II (MAR 2012) of 52.225-3.

[] (iv) Alternate III (NOV 2012) of 52.225-3.

[] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[X] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class  
Motor Vehicle Operator, Grade 7

Monetary Wage-Fringe Benefits  
\$19.32 - \$22.57

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### D.1 ATTACHMENT 1: DEPARTMENT OF LABOR WD 05-2167 (REV.12) 06/13/12

WD 05-2167 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2167  
Revision No.: 12  
Date Of Revision: 06/13/2012

State: Illinois

Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.25
01012 - Accounting Clerk II		19.37
01013 - Accounting Clerk III		21.66
01020 - Administrative Assistant		28.01
01040 - Court Reporter		20.25
01051 - Data Entry Operator I		14.81
01052 - Data Entry Operator II		16.15
01060 - Dispatcher, Motor Vehicle		22.93
01070 - Document Preparation Clerk		13.67
01090 - Duplicating Machine Operator		13.67
01111 - General Clerk I		12.73
01112 - General Clerk II		13.89
01113 - General Clerk III		16.34
01120 - Housing Referral Assistant		22.12
01141 - Messenger Courier		11.93
01191 - Order Clerk I		16.00
01192 - Order Clerk II		17.58
01261 - Personnel Assistant (Employment) I		17.84
01262 - Personnel Assistant (Employment) II		19.95
01263 - Personnel Assistant (Employment) III		22.24
01270 - Production Control Clerk		21.43
01280 - Receptionist		13.53
01290 - Rental Clerk		17.41
01300 - Scheduler, Maintenance		18.36
01311 - Secretary I		18.36
01312 - Secretary II		19.84
01313 - Secretary III		22.12
01320 - Service Order Dispatcher		21.04
01410 - Supply Technician		28.01
01420 - Survey Worker		19.19
01531 - Travel Clerk I		13.20
01532 - Travel Clerk II		14.27
01533 - Travel Clerk III		15.44
01611 - Word Processor I		15.50
01612 - Word Processor II		17.41

01613 - Word Processor III	19.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.89
05010 - Automotive Electrician	24.16
05040 - Automotive Glass Installer	23.05
05070 - Automotive Worker	23.05
05110 - Mobile Equipment Servicer	20.85
05130 - Motor Equipment Metal Mechanic	27.79
05160 - Motor Equipment Metal Worker	23.05
05190 - Motor Vehicle Mechanic	27.79
05220 - Motor Vehicle Mechanic Helper	19.73
05250 - Motor Vehicle Upholstery Worker	21.96
05280 - Motor Vehicle Wrecker	23.09
05310 - Painter, Automotive	24.16
05340 - Radiator Repair Specialist	23.05
05370 - Tire Repairer	15.92
05400 - Transmission Repair Specialist	27.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71
07041 - Cook I	13.34
07042 - Cook II	15.03
07070 - Dishwasher	10.19
07130 - Food Service Worker	10.52
07210 - Meat Cutter	13.72
07260 - Waiter/Waitress	9.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.06
09040 - Furniture Handler	14.52
09080 - Furniture Refinisher	20.06
09090 - Furniture Refinisher Helper	16.37
09110 - Furniture Repairer, Minor	18.23
09130 - Upholsterer	20.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.32
11060 - Elevator Operator	12.32
11090 - Gardener	16.87
11122 - Housekeeping Aide	12.75
11150 - Janitor	12.75
11210 - Laborer, Grounds Maintenance	13.50
11240 - Maid or Houseman	12.11
11260 - Pruner	12.35
11270 - Tractor Operator	15.81
11330 - Trail Maintenance Worker	13.50
11360 - Window Cleaner	13.95
12000 - Health Occupations	
12010 - Ambulance Driver	17.39
12011 - Breath Alcohol Technician	18.40
12012 - Certified Occupational Therapist Assistant	23.55
12015 - Certified Physical Therapist Assistant	24.61
12020 - Dental Assistant	15.74
12025 - Dental Hygienist	31.96
12030 - EKG Technician	26.94
12035 - Electroneurodiagnostic Technologist	26.94
12040 - Emergency Medical Technician	17.39
12071 - Licensed Practical Nurse I	18.53
12072 - Licensed Practical Nurse II	20.72
12073 - Licensed Practical Nurse III	23.10
12100 - Medical Assistant	15.83
12130 - Medical Laboratory Technician	19.40
12160 - Medical Record Clerk	16.98
12190 - Medical Record Technician	18.38
12195 - Medical Transcriptionist	17.07
12210 - Nuclear Medicine Technologist	34.34



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12221 - Nursing Assistant I	11.40
12222 - Nursing Assistant II	12.82
12223 - Nursing Assistant III	13.99
12224 - Nursing Assistant IV	15.71
12235 - Optical Dispenser	15.59
12236 - Optical Technician	17.48
12250 - Pharmacy Technician	15.58
12280 - Phlebotomist	15.71
12305 - Radiologic Technologist	31.10
12311 - Registered Nurse I	29.17
12312 - Registered Nurse II	32.57
12313 - Registered Nurse II, Specialist	32.57
12314 - Registered Nurse III	38.43
12315 - Registered Nurse III, Anesthetist	38.43
12316 - Registered Nurse IV	46.07
12317 - Scheduler (Drug and Alcohol Testing)	23.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.92
13012 - Exhibits Specialist II	27.16
13013 - Exhibits Specialist III	33.22
13041 - Illustrator I	21.63
13042 - Illustrator II	26.80
13043 - Illustrator III	32.77
13047 - Librarian	35.08
13050 - Library Aide/Clerk	14.14
13054 - Library Information Technology Systems Administrator	29.01
13058 - Library Technician	17.38
13061 - Media Specialist I	21.16
13062 - Media Specialist II	23.66
13063 - Media Specialist III	26.39
13071 - Photographer I	18.50
13072 - Photographer II	20.70
13073 - Photographer III	25.64
13074 - Photographer IV	31.35
13075 - Photographer V	37.94
13110 - Video Teleconference Technician	17.89
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.11
14042 - Computer Operator II	20.25
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.79
14071 - Computer Programmer I	(see 1) 25.49
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.11
14160 - Personal Computer Support Technician	25.09
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.22
15020 - Aircrew Training Devices Instructor (Rated)	41.82
15030 - Air Crew Training Devices Instructor (Pilot)	46.94
15050 - Computer Based Training Specialist / Instructor	36.22
15060 - Educational Technologist	30.14
15070 - Flight Instructor (Pilot)	46.94
15080 - Graphic Artist	26.41
15090 - Technical Instructor	27.45
15095 - Technical Instructor/Course Developer	26.88
15110 - Test Proctor	17.84

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15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.53
16030 - Counter Attendant	9.53
16040 - Dry Cleaner	12.42
16070 - Finisher, Flatwork, Machine	9.53
16090 - Presser, Hand	9.53
16110 - Presser, Machine, Drycleaning	9.53
16130 - Presser, Machine, Shirts	9.53
16160 - Presser, Machine, Wearing Apparel, Laundry	9.53
16190 - Sewing Machine Operator	13.37
16220 - Tailor	14.31
16250 - Washer, Machine	10.54
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.40
19040 - Tool And Die Maker	28.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.53
21030 - Material Coordinator	21.74
21040 - Material Expediter	21.74
21050 - Material Handling Laborer	18.12
21071 - Order Filler	13.80
21080 - Production Line Worker (Food Processing)	16.53
21110 - Shipping Packer	16.66
21130 - Shipping/Receiving Clerk	16.66
21140 - Store Worker I	13.87
21150 - Stock Clerk	18.17
21210 - Tools And Parts Attendant	16.53
21410 - Warehouse Specialist	16.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.96
23021 - Aircraft Mechanic I	28.38
23022 - Aircraft Mechanic II	29.96
23023 - Aircraft Mechanic III	31.40
23040 - Aircraft Mechanic Helper	20.38
23050 - Aircraft, Painter	24.99
23060 - Aircraft Servicer	23.85
23080 - Aircraft Worker	25.02
23110 - Appliance Mechanic	22.50
23120 - Bicycle Repairer	15.92
23125 - Cable Splicer	27.69
23130 - Carpenter, Maintenance	31.86
23140 - Carpet Layer	29.49
23160 - Electrician, Maintenance	34.00
23181 - Electronics Technician Maintenance I	26.30
23182 - Electronics Technician Maintenance II	27.75
23183 - Electronics Technician Maintenance III	29.24
23260 - Fabric Worker	21.01
23290 - Fire Alarm System Mechanic	27.57
23310 - Fire Extinguisher Repairer	21.36
23311 - Fuel Distribution System Mechanic	27.14
23312 - Fuel Distribution System Operator	22.65
23370 - General Maintenance Worker	23.74
23380 - Ground Support Equipment Mechanic	28.38
23381 - Ground Support Equipment Servicer	23.85
23382 - Ground Support Equipment Worker	25.20
23391 - Gunsmith I	21.36
23392 - Gunsmith II	24.07
23393 - Gunsmith III	26.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.46

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23430 - Heavy Equipment Mechanic	28.00
23440 - Heavy Equipment Operator	35.59
23460 - Instrument Mechanic	24.39
23465 - Laboratory/Shelter Mechanic	25.18
23470 - Laborer	13.78
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.74
23550 - Machinist, Maintenance	27.46
23580 - Maintenance Trades Helper	16.14
23591 - Metrology Technician I	24.39
23592 - Metrology Technician II	25.63
23593 - Metrology Technician III	26.82
23640 - Millwright	29.97
23710 - Office Appliance Repairer	23.17
23760 - Painter, Maintenance	23.57
23790 - Pipefitter, Maintenance	31.00
23810 - Plumber, Maintenance	29.42
23820 - Pneudraulic Systems Mechanic	26.76
23850 - Rigger	28.51
23870 - Scale Mechanic	24.07
23890 - Sheet-Metal Worker, Maintenance	30.39
23910 - Small Engine Mechanic	19.13
23931 - Telecommunications Mechanic I	27.78
23932 - Telecommunications Mechanic II	29.10
23950 - Telephone Lineman	27.68
23960 - Welder, Combination, Maintenance	20.97
23965 - Well Driller	27.68
23970 - Woodcraft Worker	26.76
23980 - Woodworker	18.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.86
24580 - Child Care Center Clerk	14.27
24610 - Chore Aide	9.44
24620 - Family Readiness And Support Services Coordinator	14.63
24630 - Homemaker	16.03
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.89
25040 - Sewage Plant Operator	27.09
25070 - Stationary Engineer	30.89
25190 - Ventilation Equipment Tender	23.04
25210 - Water Treatment Plant Operator	27.09
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.57
27007 - Baggage Inspector	12.10
27008 - Corrections Officer	28.69
27010 - Court Security Officer	28.69
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	28.69
27070 - Firefighter	27.04
27101 - Guard I	12.10
27102 - Guard II	16.66
27131 - Police Officer I	30.33
27132 - Police Officer II	33.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.37
28042 - Carnival Equipment Repairer	14.31
28043 - Carnival Equipment Worker	10.02
28210 - Gate Attendant/Gate Tender	16.44
28310 - Lifeguard	13.10
28350 - Park Attendant (Aide)	18.37
28510 - Recreation Aide/Health Facility Attendant	10.81
28515 - Recreation Specialist	17.46

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28630 - Sports Official	14.64
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.68
29020 - Hatch Tender	24.68
29030 - Line Handler	24.68
29041 - Stevedore I	23.37
29042 - Stevedore II	26.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.20
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.77
30021 - Archeological Technician I	17.64
30022 - Archeological Technician II	19.73
30023 - Archeological Technician III	25.81
30030 - Cartographic Technician	26.98
30040 - Civil Engineering Technician	25.64
30061 - Drafter/CAD Operator I	17.64
30062 - Drafter/CAD Operator II	19.73
30063 - Drafter/CAD Operator III	21.99
30064 - Drafter/CAD Operator IV	28.96
30081 - Engineering Technician I	18.16
30082 - Engineering Technician II	20.39
30083 - Engineering Technician III	22.81
30084 - Engineering Technician IV	28.26
30085 - Engineering Technician V	34.56
30086 - Engineering Technician VI	45.66
30090 - Environmental Technician	22.17
30210 - Laboratory Technician	22.13
30240 - Mathematical Technician	25.18
30361 - Paralegal/Legal Assistant I	21.05
30362 - Paralegal/Legal Assistant II	26.08
30363 - Paralegal/Legal Assistant III	31.89
30364 - Paralegal/Legal Assistant IV	38.59
30390 - Photo-Optics Technician	26.33
30461 - Technical Writer I	26.76
30462 - Technical Writer II	32.65
30463 - Technical Writer III	39.34
30491 - Unexploded Ordnance (UXO) Technician I	24.91
30492 - Unexploded Ordnance (UXO) Technician II	30.14
30493 - Unexploded Ordnance (UXO) Technician III	36.13
30494 - Unexploded (UXO) Safety Escort	24.91
30495 - Unexploded (UXO) Sweep Personnel	24.91
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.99
30621 - Weather Observer, Senior	(see 2) 24.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	17.27
31030 - Bus Driver	22.93
31043 - Driver Courier	19.14
31260 - Parking and Lot Attendant	12.59
31290 - Shuttle Bus Driver	21.43
31310 - Taxi Driver	15.18
31361 - Truckdriver, Light	21.43
31362 - Truckdriver, Medium	22.78
31363 - Truckdriver, Heavy	24.15
31364 - Truckdriver, Tractor-Trailer	24.15
99000 - Miscellaneous Occupations	
99030 - Cashier	9.94
99050 - Desk Clerk	11.94
99095 - Embalmer	24.84
99251 - Laboratory Animal Caretaker I	14.03
99252 - Laboratory Animal Caretaker II	15.43

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99310 - Mortician	35.46
99410 - Pest Controller	17.55
99510 - Photofinishing Worker	15.92
99710 - Recycling Laborer	22.41
99711 - Recycling Specialist	26.24
99730 - Refuse Collector	20.49
99810 - Sales Clerk	13.81
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	24.14
99831 - Surveying Aide	15.15
99832 - Surveying Technician	20.76
99840 - Vending Machine Attendant	14.63
99841 - Vending Machine Repairer	16.79
99842 - Vending Machine Repairer Helper	14.63

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## **D.2 ATTACHMENT 2: CONTRACTOR RULES OF BEHAVIOR, APPENDIX E RELATING TO ACCESS TO ACCESS OF VA INFORMATION AND INFORMATION SYSTEMS**

**MARCH 12, 2010**

**VA HANDBOOK 6500.6  
APPENDIX D**

### **CONTRACTOR RULES OF BEHAVIOR**

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information Systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

#### **1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:**

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).



## APPENDIX D

f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

h. I will report suspected or identified information security/privacy incidents to the COTR and to the local ISO or Privacy Officer as appropriate.

## 2. GENERAL RULES OF BEHAVIOR

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

**b. The following rules apply to all VA contractors.** I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COTR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

MARCH 12, 2010

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APPENDIX D

- (6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.
- (7) Grant access to systems and information only to those who have an official need to know.
- (8) Protect passwords from access by other individuals.
- (9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.
- (10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.
- (11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders.
- (12) Ensure that the COTR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.
- (13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COTR.
- (14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COTR.
- (15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.
- (16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COTR.

**APPENDIX D**

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

**3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES**

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COTR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

**4. STATEMENT ON LITIGATION**

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

MARCH 12, 2010

**5. ACKNOWLEDGEMENT AND ACCEPTANCE**

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

---

Print or type your full name

---

Signature

---

Last 4 digits of SSN

---

Date

---

Office Phone

---

Position Title

---

Contractor's Company  
Name

**Please complete and return the original signed document to the COTR within the timeframe stated in the terms of the contract.**

**D.3 ATTACHMENT 3: AMBULANCE SERVICES LOG SHEET*****FHCC AMBULANCE REQUIRED INFORMATION*****IF WAITING CHARGES CLAIMED**

Pickup #	Date	Time of Call	Scheduled Time for Pick-up	Actual Time for Pick-up	Name of Patient (First, Last, Middle Initial)	Last 4 of Social Security #	Line Item Used	Origin Location	Destination	Odometer Mileage
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

### E.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:



- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

**ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

**E.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a single award Indefinite Delivery Indefinite Quantity (IDIQ) with firm fixed priced line items resulting from this solicitation.

(End of Provision)

**E.4 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

**E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kurt Kramer  
Contracting Specialist

Hand-Carried Address:  
Department of Veterans Affairs  
CAPT James A Lovell, FHCC  
3001 N. Green Bay Rd  
Bldg.1, Room 326  
North Chicago IL 60064-3048

Mailing Address:

Department of Veterans Affairs  
CAPT James A Lovell, FHCC  
3001 N. Green Bay Rd  
Bldg.1, Room 326  
North Chicago IL 60064-3048

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

## **E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

## **E.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.9 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom

such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

## **E.10 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

## **E.11 GENERAL INSTRUCTIONS**

**ELIGIBILITY:** This is an unrestricted solicitation limited to responsible parties with the ability to meet ambulance response times as described in the performance work statement and minimum requirements. Contractors must have both a valid and current CCR and ORCA registration to be considered for award.

In response to this Request for Quote, the quote shall include the following information:

**REQUIRED DOCUMENTATION:** Contractor shall email/fax their quote to contract specialist Jason Rathsack with a cover letter addressed to the contract specialist and including the contractor's name, contact information, and title "Quote for VA69D-13-Q-0168".

1. Solicitation document with:
  - a. Contractor shall fill in the SF 1449 blocks 17a, 30a, 30b, and 30c.
  - b. Contractor shall fill in Pg. 3, Section B.1, 1(a).
  - c. Contractor shall fill in all unit and total costs under the SUPPLIES OR SERVICES PRICES/COSTS or submit separately the spreadsheet with line items costs filled in.
2. Insurance, certifications, and documentation in accordance with the requirements within the performance work statement.
3. Documentation for evaluation as listed below.

A signed, dated and scanned 1449 must be included along with all other information requested herein by the due date and time. Offers may also be submitted through the regular mail and must be received by the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

### **(1) PAST PERFORMANCE**

**(i) Solicitation Submittal Requirements:** The offeror shall submit with the quote a list up to three similar contracts in both scope and size, which have been performed within the last three (3) years or are currently being performed. These projects shall include those performed for federal, state, and local governments and those performed for private organizations. *Offeror's who have satisfactorily performed contracts of similar size and scope may receive a more favorable rating.* The relevance of the information in both content and age, source of the information, context of the data, and general trends in contractor's performance shall be considered. Contracts of similar size and scope are contracts in which the offeror performed services described in the solicitation documents in a similar geographical area,

under similar regulatory conditions, and in similar quantities. Past performance information for companies affiliated with the offeror's performance of the work shall be submitted and will be evaluated.

The Past Performance Questionnaire included in the solicitation is provided for the offeror or its team members to submit to the client for each similar project (maximum of 3) the offeror includes in its quote for Factor 1 – Past Performance. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires are to be mailed, faxed, or preferably scanned/emailed from the client directly to the Government, not be submitted via the offeror. In order for the client evaluation to be considered, the Past Performance Questionnaires must be submitted no later than the quote due date and time.

Include with your quote submission a copy of the Past Performance Questionnaire Cover Sheet which contains the point of contact information for each client questionnaire. Also, you may include performance recognition documents received within the last three years but not exceed three pages. Offerors are also permitted to provide information on problems encountered on the identified contracts and the corrective actions taken by the offeror. Also, specify whether or not the contractor has had any adverse contractual actions taken against his/her company over the past five (5) years. Examples of adverse contractual actions include but are not limited to termination for default, documented instances of unsatisfactory work, deductive modifications for unsatisfactory work, non-compliance notices issued, etc.

## **(2) TECHNICAL CAPABILITIES**

**(i) Solicitation Submittal Requirements:** The offeror shall demonstrate an in-depth understanding of the contract requirements by providing evidence of sufficient equipment, personnel, and facilities to meet or exceed the minimum requirements. The contractor shall provide ample evidence of adequately trained and quantity of personnel, adequate equipment for each level of service, and facilities within a geographic proximity to the place of performance. The offeror shall provide a performance narrative detailing how the work will be scheduled and accomplished. The contractor shall provide her/his plan for complying with emergency service responses and work performance. The contractor shall submit a summarized Quality Control Plan as part of the technical quote.

**(ii) Basis of Evaluation:** Technical Capabilities will be evaluated as follows: Technical capabilities will be evaluated on the basis of the contractor's current possession of adequate equipment, personnel, and facilities to meet or exceed the minimum requirements as described in the statement of work. The minimum requirements include the evaluation of the contractors ability to meet or exceed both service level and response times.

## **(3) PRICE (SUBMITTED IN A SEPARATE BINDER IF MAILED)**

**(i) Solicitation Submittal Requirements:** Offerors shall submit one copy of the price quote with all individually priced line items filled in including all option years. Offerors shall complete and submit the SF1449. Offerors shall indicate on the quote that prices are valid for not less than sixty (90) days.

(End of Addendum to 52.212-1)

**E.12 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance  
 Technical Capabilities  
 Price (submitted in a separate binder if mailed)

Technical and past performance, when combined, are significantly more important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;

- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- (6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*



(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act--Free Trade Agreements--Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end

product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the

property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at

<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision);  
and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)